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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

TABITHA BALVINA KNIESCH,)	Case No.: C07-03398 RMW PVT
)	
Plaintiff,)	ANSWER OF NCO FINANCIAL
)	SYSTEMS, INC. TO COMPLAINT
vs.)	
)	
NCO FINANCIAL SYSTEMS, INC., a)	
Pennsylvania corporation,)	
)	
Defendant.)	

Defendant, NCO Financial Systems, Inc. (hereinafter "NCO"), for itself alone, responds to the complaint filed by plaintiff, TABITHA BALVINA KNIESCH, as follows:

I. INTRODUCTION

1. NCO admits that plaintiff purports to seek redress for violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, and the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), California Civil Code § 1788, *et seq.*,

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Answer of NCO Financial Systems, Inc. to Complaint

as alleged in ¶ 1 of the Complaint, but denies violating the FDCPA or RFDCPA and denies any liability or wrongdoing under the law.

II. JURISDICTION

2. NCO admits the allegations contained in ¶ 2 for jurisdictional purposes only.

3. NCO denies the allegations contained in ¶ 3 of the Complaint.

III. VENUE

4. NCO admits the allegations contained in ¶ 4 for venue purposes only, but specifically denies violating the FDCPA or RFDCPA and denies any liability or wrongdoing under the law.

IV. INTRADISTRICT ASSIGNMENT

5. NCO lacks sufficient information to answer the allegations contained in ¶ 5, and based thereon denies the same. NCO specifically denies violating the FDCPA or RFDCPA and denies any liability or wrongdoing under the law.

V. PARTIES

6. NCO lacks sufficient information to answer the allegations contained in ¶ 6, and based thereon denies the same.

7. NCO admits that when it acts as a debt collector as defined by 15 U.S.C. § 1692a(6) or Cal. Civil Code § 1788.2(c) its conduct may be governed by the applicable provisions of those statutes. NCO further admits it engages in the business of debt collection and that its principal business is debt collection related services. NCO further admits the address of its principal place of business and its agent for service of process is as stated in ¶ 7 of the Complaint. Except as expressly admitted, NCO denies the remaining allegations contained in ¶ 7.

VI. FACTUAL ALLEGATIONS

8. NCO lacks sufficient information to answer the allegations contained in ¶ 8, and based thereon denies the same.

9. NCO admits that on or about December 6, 2006, American Express placed plaintiff's account with NCO for collection. Except as specifically admitted, NCO denies the remaining allegations contained in ¶ 9.

10. NCO admits its records reflect that telephone calls were made to plaintiff on or about December 7, 2006. Except as specifically admitted, NCO lacks sufficient information to answer the remaining allegations contained in ¶ 10 of the Complaint and based thereon denies the same.

11. NCO admits its records reflect that telephone calls were made to plaintiff on or about December 7, 2006. Except as specifically admitted, NCO lacks sufficient information to answer the remaining allegations contained in ¶ 11 of the Complaint and based thereon denies the same. To the extent an admissible recording exists, said recording is the best evidence of its content.

12. NCO denies the allegations contained in ¶ 12 of the Complaint.

13. NCO denies the allegations contained in ¶ 13 of the Complaint.

14. NCO denies the allegations contained in ¶ 14 of the Complaint.

15. NCO denies the allegations contained in ¶ 15 of the Complaint.

16. NCO denies the allegations contained in ¶ 16 of the Complaint.

17. NCO denies the allegations contained in ¶ 17 of the Complaint.

VII. CLAIMS

FAIR DEBT COLLECTION PRACTICES ACT

18. NCO admits that plaintiff brings his first claim under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, but NCO denies violating the FDCPA and denies any liability or wrongdoing under the law.

19. NCO incorporates its responses in the foregoing paragraphs as though fully set forth herein.

20. NCO lacks sufficient information to answer the allegations contained in ¶ 20, and based thereon denies the same.

21. NCO admits that when it acts as a debt collector as defined by 15 U.S.C. § 1692a(6), its conduct may be governed by the applicable provisions of that statute.

Except as specifically admitted, NCO denies the remaining allegations contained in ¶ 21.

22. NCO lacks sufficient information to answer the allegations contained in ¶ 22, and based thereon denies the same.

23. NCO denies the allegations contained in ¶ 23 of the Complaint, including subparagraphs a. and b.

24. NCO denies the allegations contained in ¶ 24 of the Complaint, including subparagraphs a. through d., inclusive.

25. NCO denies the allegations contained in ¶ 25 of the Complaint.

26. NCO denies the allegations contained in ¶ 26 of the Complaint and further specifically denies plaintiff is entitled to damages in any amount whatsoever.

ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

27. NCO admits that plaintiff brings his second claim under the Rosenthal Fair Debt Collection Practices Act (“RFDCPA”), California Civil Code §§ 1788-1788.33, but NCO denies violating the RFDCPA and denies any liability or wrongdoing under the law.

28. NCO incorporates its responses in the foregoing paragraphs as though fully set forth herein.

29. NCO lacks sufficient information to answer the allegations contained in ¶ 29, and based thereon denies the same.

30. NCO admits that when it acts as a debt collector as defined by Cal. Civil Code § 1788.2(c), its conduct may be governed by the applicable provisions of that statute. Except as specifically admitted, NCO denies the remaining allegations contained in ¶ 30.

31. NCO lacks sufficient information to answer the allegations contained in ¶ 31, and based thereon denies the same.

1 32. NCO denies the allegations contained in ¶ 32 of the Complaint, including
2 subparagraphs a. and b.

3 33. NCO denies the allegations contained in ¶ 33 of the Complaint, including
4 subparagraphs a. through d., inclusive.

5 34. NCO denies the allegations contained in ¶ 34 of the Complaint.

6 35. NCO denies the allegations contained in ¶ 35 of the Complaint and further
7 specifically denies plaintiff is entitled to damages in any amount whatsoever.

8 36. NCO denies the allegations contained in ¶ 36 of the Complaint and further
9 specifically denies plaintiff is entitled to damages in any amount whatsoever.

10 37. NCO denies the allegations contained in ¶ 37 of the Complaint and further
11 specifically denies plaintiff is entitled to damages in any amount whatsoever.

12 38. NCO denies the allegations contained in ¶ 38 of the Complaint and further
13 specifically denies plaintiff is entitled to damages in any amount whatsoever.

14 39. NCO avers that the statute cited in ¶39 of the Complaint speaks for itself
15 and therefore no response from NCO appears to be required, and refers all matters of law
16 to the court.

17 AFFIRMATIVE DEFENSES

18 FIRST AFFIRMATIVE DEFENSE

19 As a first affirmative defense, NCO alleges plaintiff's Complaint should be
20 dismissed because the various causes of action fail to state claims upon which relief can
21 be granted.

22 SECOND AFFIRMATIVE DEFENSE

23 As a second affirmative defense, NCO alleges, pursuant to 15 U.S.C. § 1692k(c),
24 to the extent that a violation(s) is established, any such violation(s) was not intentional
25 and resulted from a bona fide error notwithstanding maintenance of procedures
26 reasonably adapted to avoid any such error.

27 ///

THIRD AFFIRMATIVE DEFENSE

As a third affirmative defense, NCO alleges, pursuant to California Civil Code § 1788.30(e), to the extent that a violation(s) is established, any such violation(s) was not intentional and resulted from a bona fide error notwithstanding maintenance of procedures reasonably adapted to avoid any such error.

WHEREFORE, NCO respectfully requests that:

1. Plaintiff take nothing by way of her Complaint;
2. Judgment of dismissal be entered in favor of NCO;
3. NCO be awarded costs and attorney's fees it has incurred in defending this lawsuit.
4. NCO be granted such other and further relief as the Court deems just and proper.

Dated: August 3, 2007

SESSIONS, FISHMAN & NATHAN IN CALIFORNIA, L.L.P.

/s/ Debbie P. Kirkpatrick
Debbie P. Kirkpatrick
Attorney for Defendant
NCO Financial Systems, Inc.